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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 BORNSTEIN SEAFOODS, INC.,

11 Plaintiff,

12 v.

13 CITY OF BELLINGHAM, et al.,

14 Defendants.

CASE NO. C21-0022JLR

ORDER

15 Before the court is Plaintiff Bornstein Seafoods, Inc.’s (“Bornstein”) unopposed  
16 motion for approval of the good faith insurance settlements and contribution claim bar.  
17 (Dkt. # 88). Bornstein represents that it has served its motion and supporting documents  
18 on all known interested parties, and that service of the motion and supporting documents  
19 was complete by March 13, 2023. (*See* Dkt. # 91-2 (listing known interested parties and  
20 Bornstein’s efforts at serving those parties); Dkt. # 92 (certificate of service); Dkt. ## 93,  
21 94 (attaching certificates of service issued by the Washington Office of the Insurance  
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1 Commissioner).) None of the known interested parties have appeared in this action or  
2 responded to Bornstein's motion. (*See generally* Dkt.)

3 The court has considered Bornstein's motion, all materials submitted in support of  
4 the motion, the relevant portions of the record, and the governing law. Being fully  
5 advised, the court GRANTS Bornstein's motion for approval of the good faith  
6 settlements and contribution claim bar (Dkt. # 88).

7 The court further FINDS, ORDERS, AND ADJUDGES:

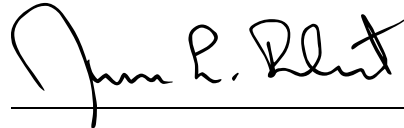
8 1. Bornstein's two insurance settlements (one with Arrowood Indemnity  
9 Company as successor in interest to Royal Globe Insurance Company, Sea Insurance Co.,  
10 Ltd., and Federal Insurance Company; and one with St. Paul Fire and Marine Insurance  
11 Company) (collectively, "Bornstein Insurance Settlement Agreements"), are reasonable,  
12 and were the result of arm's-length negotiations between parties represented by counsel.  
13 Each of the two Bornstein Insurance Settlement Agreements is not collusive, inadequate,  
14 or entered into for any other improper purpose;

15 2. The non-settling insurers and all other parties are adequately protected  
16 based on, among other things, the terms of the Bornstein Insurance Settlement  
17 Agreements; and

18 3. The court further ORDERS that any other claims against Arrowood  
19 Indemnity Company as successor in interest to Royal Globe Insurance Company, Sea  
20 Insurance Co., Ltd., Federal Insurance Company; and St. Paul Fire and Marine Insurance  
21 Company for contribution, allocation, subrogation, and equitable indemnity and any other  
22 cause of action in connection with the settled claims related to the I&J Waterway Site by

1 any other insurer or party are hereby BARRED.

2 Dated this 12th day of April, 2023.

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5 JAMES L. ROBART  
6 United States District Judge  
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